



Verified Travel Consultant Application

Preparer Information

This application was prepared by:

First: Last:

Company Name:

Suite/Floor:

Street Address:

City: State: ZIP:

Telephone: Fax:

Email:

All correspondence regarding this request will be sent to the individual designated as the preparer.

Part 1: VTC Information

Legal Name:

Doing Business As (DBA) Name:

Suite/Floor:

Street Address:

City: State: ZIP:

Telephone: Fax:

Email: Website or URL Address:

Part 2: VTC Ownership

VTC Entity Type

Select the type of business entity structure, which describes VTC:

- Proprietorship
- Partnership
- Non-Public Corporation
- Publicly Traded Corporation
- Limited Liability Company (LLC)
- Other:

If the entity is a corporation or LLC provide the date and state of incorporation or organization:

Date (mm/dd/yyyy): State:

Provide the IRS Employer Identification Number (EIN) or Taxpayer Identification Number (TIN):

Is the applicant associated with a Host Agency?

YES NO

If "Yes", please provide the following:
Host Agency name:

ARC Number:

Owners, Officers, Directors, Partners, Members, and Shareholders

VTC Ownership - Individual Owners:

List all individuals that are owners, partners, shareholders, LLC members, officers, or directors of the applicant VTC. In the table below provide the full legal name for each individual, their title, and Social Security Number (SSN).

If the VTC is a:
Proprietorship, provide the name and SSN of the proprietor's spouse.

Publicly traded corporation, it is not necessary to provide shareholder information.

Non-publicly traded corporation, provide the percentage of unissued shares, if any, and identify all corporate officers.

Partnership, indicate if each individual is a general or limited partner.

LLC, indicate those individuals who are managing members.

If there are more than three individuals to list, provide additional information on ARC Form 670. Please a Personal Information Form for each owner and officer listed below.

Full Legal Name	Title	Social Security Number	% Shares owned by each Individual
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Part 3: Location and Accessibility

Location

Is the applicant located on the premises of another ARC accredited location?

YES NO

If "Yes", please provide the following:
Agency code number:

Accredited Agency's legal name:

Licenses and Permits

Do the governmental authorities in the state or local jurisdiction where the agency is located require the applicant to obtain a license or permit to operate a VTC?

YES NO

Does the Applicant have the required licenses and permits for the jurisdiction in which it is located?

YES NO

Part 4: Access to ARC Products and Services

Communications and notices concerning administration for access to the following ARC systems, services, and tools will be sent by ARC to the individuals named in Part 5. Please note that the person(s) identified will perform the administrative functions for the Applicant’s users of the various ARC tools, including, but not limited to the creation and revocation of the Applicant’s users and designation of other Administrators.

Please identify the person who is the VTC’s Primary Administrator:

First: Last:

Title (indicate if an owner or officer of the Agency):

Telephone: Fax:

Email:

For security purposes provide a question and answer that is known only to the Primary Administrator:

Security question:

Security question answer:

Part 5: Background of Applicant and Personnel

Affiliations with Travel Agents

Indicate whether the applicant, or any person, or business named in this application has or had an affiliation or a connection of any kind with any agency or entity accredited by ARC, ARP, ATC, IATA, or IATAN not listed in this application or attachments.

YES NO

Indicate whether the applicant or any person named in this application has a connection or affiliation of any kind with any agent or entity previously canceled by ARC, ARP, ATC, IATA, or IATAN.

YES NO

Indicate whether the applicant or any person named in this application has or had a connection or affiliation with, or was employed by any agent presently in default under the Agent Reporting Agreement (ARA). YES NO

If the answer(s) to any of the questions above is yes, please identify the agent(s) or entity(ies).

Felonies or Misdemeanors

Indicate whether the applicant or any person named in the application:

Has been convicted of a felony or misdemeanor related to financial activity or pled guilty or nolo contendere (no contest) to a felony or misdemeanor related to financial activity?

YES NO

Has been found by a court to have committed a breach of fiduciary duty involving the use of funds of others?

YES NO

Has been arrested or is currently under investigation by federal, state, or local law enforcement authorities (e.g., police, attorney general’s office, consumer protection agencies, etc.) for any offense or crime, or any alleged offense or crime in any way related to employment or affiliation with a travel agency or travel related company?

YES NO

Bankruptcy

Indicate whether any owner, officer, director, partner, member, shareholder, or management employee named in this application:

Has ever been or is an owner, officer, director, partner, member, shareholder, or management employee of any business that has ever filed, or been the subject of, a petition in bankruptcy?

YES NO

If the answer(s) to any of the questions above is yes, please provide related details.

Part 6: Bank Account Information

Designated Bank Account

Provide information for the bank account you intend to use for transactions issued under the VTC agreement:

Bank/Facility Name:

City:

State:

Telephone:

Transit Routing Number:

Account number:

UCB Code (if applicable):

Part 7: Application Checklist

Please provide the following documents with your application. Missing items may delay processing.

- \$100 application fee.
 - Original signed Personal Information Forms (PIF) for each owner, corporate officer, director, partner or member of an LLC.
 - Original signed and notarized VTC Application.
 - Documents that verify the Agent's business structure:
 - Corporations - Provide the Certificate and Articles of Incorporation.
 - Limited liability Companies - Provide the Certificate of Organization or the Articles of Organization, and the LLC Operating Agreement.
 - Partnerships – Provide the partnership registration filed with the state.
 - Sole Proprietorship - Provide a copy of the trade name filing.
 - Copy of the Internal Revenue Service (IRS) confirmation of the Employer Identification Number or an original IRS W-9 form.
 - Copy of all business licenses and/or permits.
 - Voided check or bank specification for the bank account designated for ARC sales settlement.
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Part 8: Certification

I hereby certify that the statements made in this application and the attachments are true and correct and that I am authorized by the applicant identified in Part 1 to file this VTC application. I acknowledge and understand that as part of the evaluation and verification process, ARC may need to verify the information contained in this application and I authorize ARC to conduct such investigation to verify information in this application and also authorize the release to ARC of any documents, such as but not limited to, lease agreements, credit reports, employment agreements, photographs, in order to verify information as ARC deems necessary to evaluate this application. I acknowledge and understand that ARC requires written notice signed by an owner (or officer if the applicant is a corporation) of the Applicant to withdraw this application. If there are any changes to any of the answers or information provided in this application and/or attachments thereto I will notify ARC in writing immediately.

I expressly acknowledge that any participation in the VTC Services Program is at the sole discretion of ARC, and if this application is disapproved, the sole right of recourse will be to have the disapproval reviewed by the Travel Agent Arbitrator (TAA) in a de novo arbitration proceeding in which applicant will have the burden of proof to show that ARC violated a federal law or regulation or a law or regulation of the Commonwealth of Virginia in its disapproval. Such proceeding will be conducted in accordance with the TAA's published rules of practice and procedure, and the decision of the TAA will be final and binding on the applicant and ARC. I understand that if this application is approved, this VTC will be bound by the terms of the Verified Travel Consultant Agreement and the attachments thereto. I also acknowledge and agree that upon approval as a VTC location ARC will notify the ARC participating Carriers and the System Providers (GDSs, etc.).

I have read and agree that my signature binds applicant to the terms of this application, the Verified Travel Consultant Agreement, the VTC e-Policies and the VTC Handbook, and understand all of the terms.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY.

Signature of owner or corporate officer
Signature of Applicant's corporate officer is required; if the Applicant is a Limited Liability Company "LLC", the signature of the Managing Member of the LCC is required)

Print or type name of above signatory

Print or type title of above of signatory

Date

FOR NOTARY USE ONLY

County of: _____ State of: _____

On this _____ day of _____, _____.

Print NAME of above signatory (NOT THE NOTARY NAME)

appeared before me and, having been duly sworn by me, stated that the contents of the foregoing application are true and complete, and signed the application in my presence.

Notary Seal

Notary Public Signature

Print Notary Name

My commission expires on

Application Submission

Please keep a copy of this application and all supporting documents for your records.

Mail the original to:

Airlines Reporting Corporation
4100 North Fairfax Drive, Suite 600
Arlington, VA 22203-1629
Telephone: +1 703.816.8085

Part 2: Background Information

Affiliations with Travel Agents

Indicate whether you have ever:

Had an affiliation of any kind with any agency or entity accredited by ARC, ARP, ATC, IATA, or IATAN? YES NO

Had an affiliation of any kind with an agent or entity previously canceled by ARC, ARP, ATC, IATA, or IATAN Agency List? YES NO

Had an affiliation with an agent or entity presently in default under the Agent Reporting Agreement (ARA) or the Travel Agent Service Fee Program Agreement (TASFPA)? YES NO

If the answer(s) to any of the questions above is yes, please identify the agent(s) or entity(ies).

Felonies or Misdemeanors

Indicate whether you have ever:

Been convicted of a felony or pled guilty or nolo contendere (no contest) to a felony? YES NO

Been convicted of a misdemeanor related to financial activities or pled guilty or nolo contendere (no contest) to a misdemeanor related to financial activities? YES NO

Been found by a court of competent jurisdiction to have committed a breach of fiduciary duty involving the use of funds of others? YES NO

Bankruptcy

Indicate whether you:

Are presently, or have ever been, an owner, officer, director, or management employee of any business that has ever filed, or been the subject of, a petition in bankruptcy? YES NO

Have ever filed, or been the subject of, a petition in bankruptcy? YES NO

Have ever been the subject of an adversary proceeding in any bankruptcy case? YES NO

If the answer(s) to any of the questions above is yes, please provide related details.

Part 3: Certification

I certify that the statements in this Personal Information Form (PIF) and the attachments are true and correct. I acknowledge and understand that as part of the evaluation and verification process, ARC may need to verify the information contained in the PIF. I authorize ARC to conduct such investigation as it deems appropriate to verify the accuracy of the information in this PIF, and I authorize release to ARC of any documents, such as but not limited to personal identification documents, lease agreements, credit reports, as may be required.

I hereby waive all rights based on libel, slander, or defamation of character by reason of ARC's publication, of any reason for disapproval of this application, including information contained in this PIF, provided that such reason is reasonably related to the discharge of ARC's obligations, the exercise of its rights, or the performance of its officers, directors, and/or employees in evaluating and approving or disapproving this VTC application. If there are any changes to any of the answers or information provided in this PIF, I will immediately notify ARC, in writing.

Signature

Print name of above signatory

Print title of above signatory

Date



ARC VTC Services Program Agreement

This agreement is between Airlines Reporting Corporation (“ARC”), 4100 North Fairfax Drive, Suite 600, Arlington, VA 22203-1629, and Verified Travel Consultant (“VTC”), and the parties agree to be bound to the terms and conditions of this agreement (“VTC Agreement”), VTC Application, VTC e-Policies, and the VTC Handbook, all of which are incorporated herein by reference.

In consideration of these promises and the mutual covenants and agreements set forth in this VTC Agreement, it is mutually agreed as follows:

1. **Purpose, Scope and Participation.** The purpose of the VTC Agreement is to facilitate the processing of transactions issued on ARC electronic traffic documents by a VTC using an agency code number (“ACN”) for ancillary travel related services as may be approved by ARC in writing from time to time (e.g., ARC Agent’s Choice) (hereinafter, collectively referred to as the “VTC Services Program”) and to include VTC on the ARC list. A VTC’s participation in the VTC Services Program is solely within the discretion of ARC and the date in which ARC provides notice to VTC that its application (“VTC Application”) for inclusion in the VTC Services Program has been approved shall be the Effective Date of the VTC Agreement. Upon approval, VTC will be included on the ARC List¹ as a Verified Travel Consultant.
2. **VTC Services Program & Compliance.** The VTC shall abide by all ARC’s VTC Electronic Services Policies (hereinafter, “VTC e-Policies”), along with any other instructions concerning the VTC’s access to and use of ARC Electronic Services (hereinafter collectively referred to as the VTC Handbook), which ARC shall publish, including any updates on its website and any terms of service applicable to specific Electronic Services. By using any new or modified services when they become available, the VTC agrees to be bound by the rules and fees applicable to those features.
3. **VTC Ownership & Location.** The VTC may exercise the authority granted herein only under the ownership as identified in the VTC Application and at such place of business operated by the VTC that has been approved by ARC. The VTC’s ownership and authorized place of business may only be changed pursuant to the process identified within VTC Handbook. It is the VTC’s responsibility to ensure that all business information remains current.
4. **VTC Representations and Warranties.** VTC hereby represents and warrants throughout the Term of this VTC Agreement that:
 - a. The VTC and its individual owners and officers are all citizens or nationals of the United States, or resident aliens properly authorized to be employed under United States law. To the extent the VTC is organized as a business entity, such entity is a foreign corporation authorized to do business in the United States and is in good standing and appropriately licensed to do business in the state and local jurisdiction in which the VTC is located as required under applicable state and local law.
 - b. Except to the extent that the VTC advises ARC to the contrary, each and every officer of the VTC that has been disclosed to ARC as part of the application or amendment process, shall have the requisite authority to bind the VTC with respect to any instructions issued by ARC and any and all agreements or terms of service with ARC.
 - c. The VTC and its individual owners and officers never at any time:
 - i. Have had a financial interest in, or a connection or affiliation with any ARC-accredited entity or VTC previously canceled from the ARC List;^{*}
 - ii. Have had a financial interest in, or a connection or affiliation with any ARC accredited entity or VTC presently declared in default under the provisions of the ARC Reporting Agreement or the VTC Agreement or the Travel Agency Service Fee Processing Agreement;

¹ The list maintained by ARC which includes the name, address and code number for each location, which has been verified against ARC standards.

^{*} For the purposes of this subsection, references to cancellation from the ARC List (and the ARC Reporting Agreements) includes but is not limited to cancellation or default under the Agent Reporting Agreement, the CTD Reporting Agreement, the VTC Agreement, the Travel Agent Service Fee Processing Agreement and the Passenger Sales Agency Agreement, and its predecessor Sales Agency Agreement, of the Air Traffic Conference of America, as well as the ARP List of Agents and ARP Agent Agreement.



- iii. Have been convicted of a felony, or a misdemeanor related to financial activities, or has been found by a court of competent jurisdiction to have committed a breach of fiduciary duty involving the use of funds of others; or
- iv. Have been involved in the sale or distribution of counterfeit or stolen ARC traffic documents.

5. Indemnification, Waiver of Claim and Liability.

- a. The VTC agrees to indemnify and hold ARC harmless from all responsibility and liability for any damage, expense, or loss to any person or thing caused by or arising from any negligent act, omission, or misrepresentation of the VTC, or any use, misuse or unauthorized use of Security Devices or any Electronic Services, as defined in the VTC e-Policies, by its representatives, agents, employees, or servants relating directly or indirectly to the performance of the duties and obligations of the VTC under the VTC Agreement. VTC will indemnify and hold harmless ARC from any and all damage, expense, or loss, on account of the loss, misapplication, theft, forgery or unlawful use of ARC traffic documents, ACNs or other supplies furnished by ARC to the VTC.
- b. The VTC hereby expressly waives any and all claims, causes of action, or rights to recovery based upon libel, slander, or defamation of character by reason of publication of asserted grounds or reasons for removal from the ARC List or such other action which may have been prescribed, or of alleged violations or other charges for which review of the VTC's eligibility is requested, as is reasonably related to the performance of appropriate functions specified by ARC. The VTC hereby waives any defense to liability it may have to ARC where such liability is related to an action undertaken by an individual who is no longer an officer of the VTC where the VTC has failed to so advise ARC as required herein.
- c. Regardless of the security measures undertaken by VTC, the VTC assumes full and absolute liability for any and all damage, expense or loss experienced by ARC on account of the use, loss, misuse, misapplication, theft, or forgery of ARC traffic documents, Security Devices or Electronic Systems.
- d. ARC shall not be liable to VTC or any third party to the extent that it is subsequently determined that any information in the sales report was omitted, inaccurate or incomplete. VTC shall indemnify and hold harmless ARC from any claims, losses, or damages to VTC, ARC or any other party, arising or resulting from ARC's submission of the report on behalf of VTC and the processing of such report. The VTC shall remain liable for all transactions that are or should have been entered into the report but which the VTC failed to include in the sales report.

6. **ARC Right to Audit and Expenses.** VTC hereby expressly gives permission to ARC to perform an audit and/or inspection of VTC's books and records, upon reasonable notice to VTC. If ARC uses legal counsel to enforce its right to inspect the VTC's books and records, because the VTC failed or refused to permit an inspection upon demand made pursuant to the VTC Agreement, the VTC shall reimburse ARC for all costs incurred by it, and for the actual fees of its attorneys, whether or not such fees are deemed reasonable, if its demand is adjudicated or otherwise resolved in its favor.

7. **Custody and Security of ARC Traffic Documents (Electronic Format) and Transactional Data.** The VTC shall exercise reasonable care in the issuance or disclosure of ARC traffic documents (ARC-issued numbers used in an electronic format), to prevent the unauthorized issuance or use of such traffic documents. "Reasonable care" includes, but is not limited to, adhering to VTC e-Policies and instructions in the VTC Handbook. All ARC traffic documents supplied to the VTC shall be held in trust for ARC by the VTC until issued for transactions available in the VTC Services Program, or until otherwise satisfactorily accounted for to ARC pursuant to this VTC Agreement.

8. Reports and Settlement.

- a. The VTC shall designate a bank account and make appropriate arrangements to permit ARC to draw checks upon such account for payment and/or settlement for amounts owed under this VTC Agreement. The VTC shall provide advance written notice in the form prescribed by ARC of its intention to change bank accounts.
- b. If ARC determines that there are no transactions included in the VTC's IAR report, VTC hereby authorizes ARC to submit the VTC's report as a no sales report.

9. **Credit Card Transactions.** The VTC agrees not to disclose to, or otherwise give, any third party the name or account number appearing on any credit card, or any document or form on which such names or account numbers appear, except as may be necessary for the VTC to perform its obligations under this VTC Agreement. In addition to any and all instructions issued by ARC or included in the VTC e-Policies and/or VTC Handbook concerning the reporting and settlement of credit



card transactions, the VTC shall abide by any and all terms and conditions established by each credit card issuer with respect to a financial transaction employing each credit card, including but not limited to, terms and conditions regarding security, customer identity, the preservation or original or electronic records, and verification of card usage as described in VTC Handbook. Following termination of this VTC Agreement, credit card information and all supporting documentation containing personal data shall be maintained in a secure and confidential manner until returned to ARC or destroyed in a secure manner. In collecting, processing and personal data, including credit card information, the VTC shall treat the data in a secure and confidential manner, disclosing it only to those whom it is contractually bound to do so and consent to inspection by ARC in the event of a data security breach.

10. Security Devices. VTC will be supplied with Security Devices (e.g., Usernames, Passwords, etc.) with which the VTC transacts business with ARC or accesses ARC's Electronic Services. Security Devices shall serve as the VTC's authentication, authorization and verification of all transactions with ARC. VTC's use of Security Devices shall have the same force and effect as a handwritten signature, shall bind the VTC for all purposes and shall be deemed admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. The VTC agrees not to contest the validity or enforceability of electronic transactions confirmed with the VTC's Security Devices. All Security Devices, whether created by VTC or by ARC at the request of the VTC, are confidential and shall be maintained by the VTC as confidential. The VTC should not disclose its Security Devices to anyone who is not authorized to act on its behalf.

11. Payment, Fees & Security.

- a. VTC agrees to pay any and all fees required by and consistent with this VTC Agreement including service, processing, application, change of status, compensatory and administrative fees (including fees associated with ARC Electronic Services).
- b. Payments due shall be drafted against the VTC's bank account, unless ARC directs VTC to make payment directly to ARC.
- c. A compensatory fee may be charged by ARC for Financial Recoveries as they are defined in the VTC Handbook, and for dishonored drafts, unreported and/or improperly reported sales. The VTC hereby authorizes ARC to collect the compensatory fee by issuing a draft against the VTC's bank account.
- d. ARC will issue a draft against the VTC's bank account for the VTC annual fee with the second report period ending in January for the current calendar year.
- e. ARC reserves the right to assess a fee for any new, modified or enhanced services related to the VTC Services Program and/or ARC's Electronic Services that may be offered to the VTC in the future.
- f. ARC in its sole discretion may require the VTC to provide a financial security in favor of ARC to ensure that the VTC will be able to make prompt and appropriate payment for services rendered under this VTC Agreement. Such security may be a cash reserve taken from the VTC's processing or a cash security deposit.

12. Notices. Except as otherwise provided in this VTC Agreement, any notice sent from one party to the other shall be sufficient if sent by email, regular mail or a prepaid service that provides a shipping receipt, air bill, or documentation of delivery, addressed to address on file for the VTC or the address listed above by ARC. The date of such notice, for the purpose of making calculations with regard thereto, shall be the date such notice was received by recipient from delivery service.

13. Amendment – Acceptance by Action. ARC may alter or amend the terms of this VTC Agreement, VTC e-Policies and the VTC Handbook at any time. ARC shall give notice of change to VTC by sending VTC an email. The amendments shall be posted on the ARC website under the title "Notice of Modification". All modifications will be effective from and after the date specified in the Notice of Modification ("Effective Date"). If VTC does not agree to the modification as set forth in any such Notice of Modification, VTC must immediately cease use of ARC's services and notify ARC in writing that it is terminating this VTC Agreement and its participation in the VTC Services Program. VTC and ARC agree that if VTC fails to notify ARC in writing by the Effective Date stated in the Notice of Modification, or continues use of ARC's services following Effective Date, VTC shall be deemed to accept all modifications identified in the Notice of Modification and to accept and confirm any modifications made in any prior Notices of Modification. VTC and ARC agree that any continued use of ARC's services by the VTC following the Effective Date shall be deemed clear, unequivocal and convincing evidence of acceptance of all modifications identified in the Notice of Modification regardless of any written or verbal acknowledgment



by the VTC. ARC shall maintain this VTC Agreement, VTC e-Policies and the VTC Handbook inclusive of all current Notices Modifications posted on its website.

14. Prohibition Regarding Assignment of this VTC Agreement, and Requirements Regarding Changes of Ownership. This VTC Agreement may not be assigned, sold or transferred by the VTC.

15. Compliance with Applicable Laws. VTC shall comply with all applicable national and local laws including, without limitation, where a transaction is subject to European Union law or if required by other applicable data protection laws the delivery of a notice to the individual disclosing: (1) that the personal data collected by the VTC will be supplied by the VTC to ARC for purposes of carrying out the contract between the data subject and any relevant supplier; (2) that the individual may contact ARC's Customer Support Center to request a copy of the personal data that is held by ARC with respect to such individual and to request whether or not ARC will amend, modify, correct or delete of such personal data; and (3) the website address of ARC where a copy of ARC's privacy policy may be found.

16. Termination. ARC or VTC may terminate this VTC Agreement any time for any reason. Upon termination, VTC will be removed from the ARC List. Upon termination of this VTC Agreement, ARC shall prohibit VTC's access to and use of ARC traffic documents and inhibit the transmission of electronic records for the issuance of such transactions by VTC. Additionally, the VTC shall cease any and all use of, and return to ARC, the VTC's ACN(s) or any other ARC issued designator for purposes related to the issuance of ARC traffic documents.

17. Choice of Law and Venue. This VTC Agreement, including all attachments are entered into in Arlington, Virginia, USA and the principal services performed for the VTC by ARC under this VTC Agreement will occur in Virginia. This VTC Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia and the rules established by the Travel Agent Arbitrator ("TAA"), as are published in the VTC Handbook. Subject to the preceding sentence, the VTC expressly agrees that the TAA shall have personal jurisdiction over the VTC in all matters arising under this VTC Agreement in which the VTC and ARC are involved. The decision of the TAA shall be final and binding upon the parties and shall not be subject to judicial review, unless otherwise provided for under the law. VTC expressly acknowledges and agrees that judgment on the TAA's award may be entered in the U.S. Federal Court for the Eastern District of Virginia and/or any court having jurisdiction over the parties. Any party enforcing any award shall be entitled to recover the costs and expenses associated with such enforcement, including reasonable attorneys' fees.

18. Waiver. No delay or omission by either party to exercise any right or power accruing upon any non-compliance or default by the other party with respect to any of the terms of this VTC Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition or agreement herein contained.

19. Severability. If any provision, condition, or covenant of this VTC Agreement shall, to any extent, be invalid or unenforceable, the remainder hereof, or the application of such provision condition or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision, condition or covenant of this VTC Agreement, including all attachments, shall be enforced to the fullest extent permitted by law.

20. Force Majeure. ARC will be excused hereunder, for any period it is prevented from performing/providing any service or obligations pursuant hereto in whole or in part as a result of delays by suppliers or vendors, which are outside of ARC's control, including an act of God, war, civil disturbance, court order, labor dispute, severe weather, mechanical equipment failure or other occasional cause beyond its reasonable control, to include shortages, fluctuations, and/or interruptions in electrical power, heat, light or air conditioning, and such non-performance shall not be a ground for termination.

CONTINUED:
VTC e-Policies
VTC Handbook



ARC VTC e-Policies

Policies Governing VTC's Use of ARC Electronic Systems

Purpose. ARC has developed and owns various Electronic Services including, but not limited to the ARC Document Retrieval Service, ARC Agent's Choice, ARC MarketPlace, ARC Memo Manager, ARC On line Sales Summaries and the ARC Interactive Agent Reporting ("IAR") system. This document sets forth policies that govern the VTC's access and use of ARC's Electronic Services. VTC shall comply with and acquiesce to the following Policies to remain a participant in the ARC VTC Services Program.

It shall be the Policy of ARC that:

Generally:

1. VTC shall maintain computer equipment, software and Internet connection compatible for accessing ARC Electronic Services that is capable of a sufficiently high level of encryption to meet the system requirements established by ARC in the VTC Handbook. The VTC shall ensure that the computer equipment VTC utilizes to access Electronic Services uses an industry-standard anti-virus software program capable of detecting and removing computer viruses. VTC shall further ensure that such anti-virus software is updated periodically in accordance with a commercially reasonable schedule. The VTC shall implement appropriate physical, electronic, and managerial procedures and systems to prevent unauthorized access, disclosure, alteration or destruction of transactional data.
2. VTC will be assigned Security Devices that will allow VTC to access Electronic Services via the Internet, and will also be able to create additional Security Devices, as necessary, in accordance with instructions provided in the VTC Handbook. The VTC shall ensure that a User ID is not used by more than one User and that Users do not share User IDs. The VTC shall designate a Security Manager (for DRS) and a Primary Administrator (for IAR) who shall perform administrative functions for the VTC's Users of such ARC Electronic Services. The VTC shall authorize the Security Manager/ Primary Administrator, as applicable, to create, suspend, reset initial passwords for Users of Electronic Services, and delete such Users from access to the Electronic Services. Each of the VTC's Users shall be assigned a unique Security Device. The VTC shall immediately notify ARC, in writing, of the removal or replacement of VTC's Security Manager(s) or the Primary Administrator and shall provide the name of each new Security Manager and Primary Administrator and such other information ARC may reasonably require regarding the Security Manager(s) and Primary Administrator.
3. ARC MAY MONITOR INDIVIDUAL USE OF AND ACCESS TO ELECTRONIC SERVICES TO ENSURE COMPLIANCE WITH THE RULES, POLICIES, DEADLINES AND INSTRUCTIONS APPLICABLE THERETO. Anyone using Electronic Services or Security Devices expressly consents to such monitoring. If such monitoring reveals possible misuse, criminal activity or unauthorized use, ARC system personnel may immediately suspend the individual User's access and/or the VTC's access to Electronic Services and/or provide the evidence of such monitoring to law enforcement officials, and/or terminate VTC's VTC Agreement. ARC reserves the right to maintain and, for any legitimate reason, review logs containing any inquiry details and other activities performed by the VTC in connection with the VTC's use of Electronic Services.
4. The VTC shall not use any device, software, routine, or robotics that interferes with, or attempts to interfere with, the operation of Electronic Services, or take any action that imposes an unreasonable load on ARC's computer equipment and servers. The VTC shall not attempt, by any means, to gain access to transactional data that the VTC is not legally entitled to access. The means by which ARC provides access to Electronic Services and the format and other features of such Services, may be modified or deleted by ARC at any time upon notice to the VTC.
5. Settlement of amounts owing under the VTC Agreement will be made in official United States currency. To the extent that ARC identifies a discrepancy in the amount it calculates is due from the VTC and the amount authorized to be paid by the VTC, ARC shall advise the VTC of the amount as calculated by ARC. The VTC shall promptly pay such additional amount as determined by ARC.
6. ARC will immediately notify the VTC when a check drawn by ARC has been dishonored by the VTC's bank. If the VTC does not immediately provide a certified check or wire funds to cover the dishonored check, ARC may prohibit VTC's access to and use of ARC traffic documents to issue transactions and inhibit the transmission of electronic records for the issuance of such transactions onto ARC traffic documents by VTC. ARC may also suspend VTC's use of Electronic Services or terminate the VTC Agreement.



7. ARC may temporarily suspend VTC's access to Electronic Services at ARC's choosing. If VTC's access to Electronic Services has been suspended for improper or inaccurate reporting, at ARC sole discretion, VTC's access to Electronic Services may be reinstated when VTC has submitted (or resubmitted) the proper report(s) and the VTC has paid in full all amounts owed to ARC including, but not limited to, payment of all checks drawn by ARC and dishonored by VTC's bank.

8. VTC shall be required from time to time to agree to individual terms of service for Electronic Services. If there is a conflict between the terms of the individual terms of service for Electronic Services and the VTC Agreement, the terms of the VTC Agreement shall prevail.

For ARC Agent's Choice (Travel Agency Service Fees "TASF"):

1. VTC shall submit to ARC for processing Valid Charges for Travel Agency Service Fees as they are defined in the VTC Handbook, only. The submission of charges, which do not comply with the requirements of a Valid Charge shall be subject to return to the VTC and subject to compensatory assessments as defined in the VTC Agreement. VTC shall to permit Cardmember Clients to pay for Service Fees with Valid Cards at its VTC location(s). A cash advance is not considered a Service Fee for purposes of this The VTC Agreement.

2. VTC shall deal directly with Cardmember Clients to resolve any claims or complaints about the nature or quality of goods or services purchased from VTC.

3. That the VTC shall only use ARC Agent's Choice as a mechanism for the processing of Travel Agency Service Fees through ARC and shall submit a written request to, and await written approval by, ARC before assessing any Travel Agency Service Fees in excess of \$50.00 per transaction, and before filing any weekly report containing Travel Agency Service Fee transactions in excess of \$500.00 per week. Such request(s) shall be submitted in the form prescribed in the VTC Handbook.

4. ARC is authorized to and shall deduct all of its ARC fees as defined in the VTC Handbook from VTC for TASF transactions and/or compensatory assessments.

5. VTC shall sell to ARC and ARC shall purchase from VTC, Valid Charges that are submitted in accordance with the terms of the VTC Agreement, these VTC e-Policies and VTC Handbook.

6. VTC shall not bill Cardmember Clients directly for any Charges that VTC submits to ARC. VTC shall not submit any Charges to ARC arising from transactions between a Cardmember Client and any agency or entity other than VTC, or for services other than those offered directly by VTC for travel related services. VTC shall not submit Charges by any of its owners, partners, officers, or employees other than those Charges, which, at ARC's sole discretion, constitute a bona fide purchase of Service Fees.

7. VTC shall repurchase Charges ("Financial Recoveries"), which may include miscellaneous processing fees levied by the credit card company or issuer, bank fees for drafts returned as unpaid due to non-sufficient funds, rejections by the credit card company or issuer, or chargebacks due to being contested by the Cardmember Client, at the price assessed to ARC by the credit card company or issuer: (a) if the Charges are not Valid Charges; (b) if the VTC has not complied with the terms of the VTC Agreement; (c) if the Charges, despite ARC's efforts, remain unresolved; or (d) for any of the Financial Recovery reasons listed in the VTC Handbook.

8. ARC will respond to credit card company or issuer inquiries, or retrieval requests only, and shall make a good faith effort in responding to such inquiries or retrieval requests, to minimize the likelihood of such charges becoming subject to Financial Recovery.

For Interactive Agent Reporting (IAR):

1. VTC shall designate ARC as carrier code 890 or 889 on all transactions issued on ARC traffic documents. The VTC shall only use ARC's three-digit carrier code for transactions issued on ARC traffic documents under this VTC agreement.

2. VTC shall issue only ARC traffic documents supplied pursuant to, or authorized by the VTC Agreement.

3. VTC shall not validate any ARC traffic documents on any carrier other than ARC, and shall only validate and issue ARC traffic documents on ARC's carrier code(s) for processing of transactions authorized by ARC pursuant to the VTC Agreement.

4. VTC shall not issue ARC traffic documents supplied by any other ARC-accredited entity.



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5. If the submission deadline has passed, the VTC is in default under the VTC Agreement, and all outstanding reports must be authorized and submitted to ARC immediately.
 6. If VTC failed to include in its report all transactions issued on ARC traffic documents through the close of the report period, or has included transactions, which have been improperly reported VTC shall immediately provide a certified check and supporting documents to cover the unreported and/or improperly reported sales.
 7. If VTC has timely submitted the required report, but, because of a malfunction or emergency at ARC that renders ARC unable to process or receive the report, ARC will promptly notify the VTC, and thereafter, the VTC shall, immediately after such notification by ARC, reauthorize and resubmit the report. In the event the VTC's Internet Service Provider (ISP) access has been disabled or the ISP has terminated service to the VTC, and therefore, the VTC is unable to submit electronically its required report(s) to ARC, such disabling shall not relieve the VTC of its obligation to submit the report by the submission deadline. The VTC shall immediately take all steps necessary to restore service to its ISP or establish service with an alternate ISP. In order to demonstrate that it was "prevented" from submitting its report on time because of a malfunction, the VTC must provide evidence satisfactory to ARC that it was not possible to submit its report timely because of the malfunction.
 8. If ARC determines that the amount authorized by the VTC is less than the amount owed for the transactions issued or reported during the report period, ARC will notify the VTC of the amount due and VTC shall immediately submit payment for all amounts owed within 24 hours after ARC's notice.
 9. VTC may refund a transaction issued on ARC traffic document supplied pursuant to the VTC Agreement only if issued by the VTC and for which the VTC has issued an ARC traffic document. VTC shall make refund only to the person authorized to receive the refund in accordance with the rules regulations and instructions issued or published by ARC. VTC shall not issue an ARC traffic document in exchange for any traffic document previously issued by any other person or entity.